

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

ALLISON DVALADZE, an individual,

Plaintiff,

vs.

DELTA AIR LINES, INC., a Delaware
Corporation; JOHN DOE 1 and JANE DOE 1,
husband and wife, and the marital community
composed thereof; and DOES 2 THROUGH 10,

Defendant.

Case No.

COMPLAINT FOR DAMAGES

COMES NOW the Plaintiff, by and through her undersigned attorneys, and alleges as follows:

I. THE PARTIES

1.1 Plaintiff Allison Dvaladze is now and at all times material hereto has been an individual residing within Kitsap County, Washington.

1.2 At all times material hereto, Defendant DELTA AIR LINES, INC. (hereinafter "Delta") is and has been a Delaware corporation headquartered at 1030 Delta Blvd., Atlanta,

GA 30354, and doing business in King County, Washington. At all times material hereto, Delta has maintained a registered agent for service in Tumwater, Washington.

1.3 Defendant JOHN DOE 1 (hereinafter “John Doe 1”) is an individual that committed a sexually motivated assault against Ms. Dvaladze on or about April 15, 2016. The true name and identity of John Doe 1 is presently unknown, and he is therefore sued under this fictitious name. John Doe 1 and Jane Doe 1 are believed to be and therefore alleged to be husband and wife, constituting a marital community under the laws of the State of Washington and/or their domicile. All actions of John Doe 1 alleged herein were performed on behalf of the marital community.

1.4 Defendants DOES 2 through 10 are individuals or entities that are believed to have committed negligent or tortious acts, which caused Ms. Dvaladze’s injuries. The true names and identities of said individuals and/or entities are presently unknown, and they are therefore sued under their fictitious names.

II. JURISDICTION AND VENUE

2.1 Ms. Dvaladze re-alleges and incorporates by reference all preceding paragraphs in this complaint as if fully set forth herein.

2.2 Federal Question jurisdiction is proper under 28 U.S.C. §1331. The subject matter of this claim involves an accident that occurred during international air travel, and Ms. Dvaladze’s cause of action arises from a treaty agreement, namely Convention for the Unification of Certain Rules Relating to International Carriage by Air, opened for signature on May 18, 1999, reprinted in S. Treaty Doc. 106-45 at 27 (2000) 1999 WL 33292734 (entered into force November 4, 2003) (treaty), commonly referred to as the Montreal Convention (hereinafter “Montreal Convention”).

2.3 Diversity jurisdiction is proper under 28 U.S.C. §1332. The parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.

2.4 The United States District Court for the Western District of Washington has personal jurisdiction over Delta and is a proper venue for this action under Article 33 of the Montreal Convention because the State of Washington is (1) a state in which Delta has a place of business through which the contract was made and/or (2) was and is the principle and permanent place of residency for Ms. Dvaladze and a place from which Delta operates services for the carriage of persons by air from premises leased or owned by the carrier itself or by another carrier with which it has a commercial agreement.

2.5 This Court has personal jurisdiction over Delta, which has sufficient minimum contacts with and has purposefully availed itself of the benefits of doing business in this State and District—in particular at Seatac International Airport in King County.

III. FACTS

3.1 Ms. Dvaladze re-alleges and incorporates by reference all preceding paragraphs in this complaint as if fully set forth herein.

3.2 Prior to April 15, 2016, Ms. Dvaladze and Delta entered into a contract for international carriage, as that term is known and defined in Article 1 of the Montreal Convention, providing Ms. Dvaladze with roundtrip international travel as part of an “open-jaw” itinerary. The outgoing portion of the itinerary provided for travel by air from Seatac, Washington, to Amsterdam, the Netherlands, to Entebbe, Uganda. The return portion of the itinerary provided for travel by air from Nairobi, Kenya, to Amsterdam, the Netherlands, to Seatac, Washington.

1 3.3 The parties entered into this contract for international carriage while Ms.
2 Dvaladze was in Seattle, Washington.

3 3.4 Pursuant to this contract for international carriage, on or about April 15, 2016,
4 Ms. Dvaladze was a passenger on Delta Air Lines Flight 142 from Seattle, Washington, to
5 Amsterdam, the Netherlands.

6 3.5 On the aforementioned flight, Ms. Dvaladze was seated in an aisle seat.

7 3.6 John Doe 1 sat next to Ms. Dvaladze.

8 3.7 During the flight, Ms. Dvaladze was either in the process of falling asleep or
9 had already fallen asleep. While Ms. Dvaladze was either falling asleep or asleep, John Doe 1
10 shoved his hand between Ms. Dvaladze's legs and grabbed her crotch. Ms. Dvaladze
11 immediately yelled "no" and knocked John Doe 1's hand away.
12

13 3.8 Despite Ms. Dvaladze's physical and verbal protest, John Doe 1 immediately
14 grabbed Ms. Dvaladze's crotch a second time. Ms. Dvaladze again knocked his hand away.
15

16 3.9 Undeterred by Ms. Dvaladze's decisive and repeated attempts to prevent his
17 sexual advances, John Doe 1 immediately tried to grab her crotch a third time. Ms. Dvaladze
18 attempted to block him with her hand, but John Doe 1 hit her hand away, so he could grab her
19 again, and leaned his bodyweight onto Ms. Dvaladze.
20

21 3.10 Ms. Dvaladze freed herself from the seat and ran towards the back of the plane
22 to seek help from Delta crewmembers. Ms. Dvaladze advised the crewmembers about what
23 happened. Although the crewmembers appeared to be well intentioned, and attempted to be
24 supportive, they were unprepared to adequately deal with the situation. They acknowledged
25 that this sort of incident occurs with some frequency and one of the Delta crewmembers
26 explained to Ms. Dvaladze that you just have to "let it roll off your back." By the word, "it",

1 the crewmember apparently was referring to instances of sexual assault. One of the Delta
2 crewmembers also expressed that they were more concerned about sexually motivated
3 assaults perpetrated against unaccompanied minor passengers than adult passengers such as
4 Ms. Dvaladze.

5
6 3.11 Ms. Dvaladze asked the Delta crewmembers if she could be reseated. The
7 Delta crewmembers allowed Ms. Dvaladze to switch seats with another passenger—believed
8 to be and therefore alleged to be the husband of a Delta employee—for part of the flight.
9 However, shortly before landing, a Delta crewmember advised Ms. Dvaladze that she would
10 need to return to her original seat and sit next to the man that sexually assaulted her because
11 the Delta employee's husband wished to sit closer to the exit so he could depart the plane
12 faster. Ms. Dvaladze refused to sit next to John Doe 1 again and the Delta crewmembers
13 eventually found another passenger in her row who agreed to take her seat in exchange for
14 Delta airmiles.
15

16 3.12 One or more of the Delta crewmembers informed Ms. Dvaladze that they
17 would make an effort to determine the identity of John Doe 1. It is believed, and therefore,
18 alleged that no Delta employees or agents made timely efforts to determine the identity of
19 John Doe 1. As a result, the identity of John Doe 1 remains unknown to Ms. Dvaladze and
20 law enforcement agencies attempting to conduct a criminal investigation relating to this
21 assault.
22

23 IV. CAUSE OF ACTION

24 4.1 Ms. Dvaladze re-alleges and incorporates by reference all preceding
25 paragraphs in this complaint as if fully set forth herein.
26

1 4.2 At the time of this incident, Delta was engaged in international carriage as
2 defined in Article 1 of the Montreal Convention, and the Montreal Convention is therefore
3 applicable to this action, pursuant to that same Article.

4 4.3 Pursuant to Articles 17 and 21 of the Montreal convention, Delta is strictly
5 liable for damage sustained in the case of bodily injury to a passenger on board the aircraft up
6 to 113,100 Special Drawing Rights. Delta is also liable for damages beyond 113,100 Special
7 Drawing Rights unless Delta proves that (a) such damage was not due to its negligence,
8 wrongful act, or omission of Delta or its servants or agents or (b) such damage was due solely
9 to the negligence or other wrongful act or omission of a third party.
10

11 4.4 As a result of the series of sexually motivated attacks on or about April 15,
12 2016, and their aftermath, Ms. Dvaladze suffered pain, shock, emotional distress,
13 embarrassment, mortification, anxiety, anguish, loss of enjoyment of life, loss of past and
14 future income, past and future medical expenses, and further injuries and damages as will be
15 proven at trial.
16

17 4.5 Delta and/or its employees acted negligently, acted wrongfully, and wrongfully
18 omitted actions in a manner that directly and proximately caused and/or contributed to Ms.
19 Dvaladze's injuries, including, but not limited to, in the following ways:
20

21 4.5.1 Delta crewmembers—in a position of authority over the passengers
22 during the flight— attempted to make Ms. Dvaladze return to and sit in
23 the seat next to the man that had just committed a series of sexually
24 motivated attacks against her, causing Plaintiff extreme emotional
25 distress and anxiety. Such actions were grossly negligent and
26 outrageous in nature.

V. PRAYER FOR RELIEF

WHEREFORE, Ms. Dvaladze prays for judgment against the Defendants jointly and severally, in amounts to be proven at trial, for damages as outlined above, and as follows:

- 5.1 For Ms. Dvaladze's general damages for pain, shock, emotional distress, embarrassment, mortification, anxiety, anguish, and loss of enjoyment of life as set forth above.
- 5.2 For all past, present and future special damages, including, but not limited to, all medical expenses, lost earnings and earning capacity, and all other recoverable special damages as may result from the injuries to Ms. Dvaladze alleged herein.
- 5.3 For all other general and special damages recoverable under Washington State law, the Montreal convention, or any other applicable law or treaty.
- 5.4 For pre- and post-judgment interest.
- 5.5 For costs, including reasonable attorneys' fees as allowed by law.
- 5.6 For such other and further relief as the Court may deem just and equitable.

DATED this 27th day of February, 2018.

KRUTCH LINDELL BINGHAM JONES, P.S.

By: /s/ J. Nathan Bingham
J. Nathan Bingham, WSBA #46325

/s/ Thomas W. Bingham
Thomas W. Bingham, WSBA # 7575

/s/ Jeffrey C. Jones
Jeffrey C. Jones, WSBA #7670

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